

(void)

OIL AND GAS LEASE.

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Agreement made and entered into the 6 day of January, A. D. 1911, by and between George W. England and his wife Bessey England, of Tulsa Partys of the first Part, lessors, and Sam Rabinovitz Party of the second Part, lessees,

Witnesseth, that the said Partys of the first Part, for and in consideration of the sum of one dollar to him in hand well and truly Paid by the said Party of the second Part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the Party of the second Part to be Paid, kept and Performed, has granted, demised, leased and let and by these Presents does grant, demise, lease and let unto the said second Party, its successors or assigns, for the sole and only Purpose of mining and operating for oil and gas, and of laying Pipe lines, and of building tanks, Powers, stations and structures thereon to produce and take care of said Products, all that certain tract of land situate in the county of Tulsa, state of Oklahoma, described as follows, to-wit:

The SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 36, township 21, range 12 and containing ten (10) acres more or less.

It is agreed that this lease shall remain in force for the term of five (5) years from this date, and as long thereafter as oil or gas or either of them is Produced therefrom by the Party of the second Part, its successors or assigns.

In consideration of the Premises the said Party of the second Part covenants and agrees:

1st. To deliver to the credit of the first Part his heris or assigns, free of cost, in the Pipe line to which it may connect its wells, the equal one eight 1/8 Part of all oil Produced and saved from the leased Premises.

2nd. To Pay the first Part two hundree \$200.00 dollars, each year in advance, for the gas from each well where gas only is found, while the same is being used off the Premises, and the first Party to have gas free of cost from any such well for 2 stoves and 10 inside lights and in the Principal dwelling house on said land during the same time by making his own connections with the well.

The Party of the second Part agrees to complete a well on said Premises within one year from the date hereof or Pay at the rate of ten \$10.00 dollars for each additional one year such completion is delayed from the time a bove mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this Provision during the remainder of the term of this lesse.

The Party of the second Part shall have the right to use, free of cost, gas, oil and water Produced on said land for its operations thereon except water from wells of first Party.

When requested by first Party, the second Party shall bury its Pipe lines below plow depth.

No well shall be drilled nearer than 100 feet to the house or barn on said Premises.

Second Party shall Pay for damages caused by it, to growing crops on said land.

The Party of the second Part shall not be bound by any change in the ownship of said land until duly notified of any such change, either by notice in writing duly signed by the Parties to the instrument of conveyance or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

All Payments which may fall due under this lease may be made directly to George W. England at Tulsa, or deposited by check to credit in Exchange National bank, of Tulsa, Okla/